

MINUTE ITEM

10. (APPLICATION FOR RIGHT-OF-WAY EASEMENT, SCHOOL LANDS, LOS ANGELES COUNTY, SOUTHERN CALIFORNIA EDISON COMPANY - W. O. 2744, P.R.C. 2093.2.)

After presentation of Calendar Item 22 attached, and upon motion duly made and unanimously carried, the following resolution was adopted:

THE EXECUTIVE OFFICER IS AUTHORIZED TO ISSUE TO SOUTHERN CALIFORNIA EDISON COMPANY A MODIFICATION OF THE STANDARD FORM OF RIGHT-OF-WAY EASEMENT FOR AN AREA 200 FEET IN WIDTH AND 1,440 FEET IN LENGTH ACROSS SCHOOL LANDS IN THE $S\frac{1}{2}$ OF $SE\frac{1}{4}$ OF $NE\frac{1}{4}$, SECTION 36, T. 2 N., R. 11 W., S.B.B. & M., LOS ANGELES COUNTY, FOR THE CONSTRUCTION, USE, AND MAINTENANCE OF AN OVERHEAD ELECTRIC TRANSMISSION LINE FOR A TERM OF 49 YEARS AT A TOTAL RENTAL OF \$647.84, NO BOND BEING REQUIRED; SAID EASEMENT TO CONTAIN THE FOLLOWING MODIFICATIONS:

PAGE 2, PARAGRAPH 3, TO PROVIDE FOR 90 DAYS IN WHICH TO REMEDY A BREACH BEFORE THE STATE CAN RE-ENTER AND REPOSSESS THE DEMISED PROPERTY, RATHER THAN THE STANDARD PROVISION THAT THE STATE MAY RE-ENTER AND REPOSSESS THE DEMISED PROPERTY UPON ANY BREACH OF THE TERMS OF THE AGREEMENT.

PAGE 3, PARAGRAPH 7, TO BE AMENDED BY THE ADDITION OF THE FOLLOWING:

"PROVIDED, HOWEVER, THAT THE STATE WILL NOT CONSTRUCT, PLACE OR MAINTAIN, OR PERMIT TO BE CONSTRUCTED, PLACED OR MAINTAINED, ON THE STRIP OF LAND AFFECTED BY THIS AGREEMENT, ANY BUILDING OR STRUCTURE OF ANY KIND EXCEPT (1) ROADS AND ROAD DRAINAGE STRUCTURES ON THE SURFACE OF THE GROUND WHICH DO NOT INTERFERE WITH LESSEE'S CONVENIENT ACCESS ALONG SAID STRIP OF LAND FOR THE PURPOSES SET FORTH IN PARAGRAPH 4 HEREOF, (2) SUBSURFACE PIPELINES AND OTHER SUBSURFACE STRUCTURES WHICH DO NOT ENDANGER LESSEE'S TOWER FOOTINGS OR INTERFERE WITH ANY UNDERGROUND INSTALLATION OF LESSEE THAT MAY BE THEN EXISTING ON SAID STRIP OF LAND, AND (3) SUCH OTHER STRUCTURES WHICH ARE FIRST AGREED TO IN WRITING BY THE LESSEE."

PAGE 3, PARAGRAPH 8, TO PROVIDE THAT A 30-DAY NOTICE TO THE STATE IN LIEU OF PERMISSION WILL BE REQUIRED WHERE LESSEE DESIRES TO MAKE ANY ADDITIONS OR SUBSTANTIAL ALTERATIONS TO FACILITIES ON THE PROPERTY.

PAGE 4, PARAGRAPH 12, TO BE AMENDED BY THE ADDITION OF THE FOLLOWING:

"PROVIDED, HOWEVER, THAT THE STATE WILL NOT CONSTRUCT, PLACE OR MAINTAIN, OR PERMIT TO BE CONSTRUCTED, PLACED OR MAINTAINED, ON THE STRIP OF LAND AFFECTED BY THIS AGREEMENT, ANY BUILDING OR STRUCTURE OF ANY KIND EXCEPT (1) ROADS AND ROAD DRAINAGE STRUCTURES ON THE SURFACE OF THE GROUND WHICH DO NOT INTERFERE WITH LESSEE'S CONVENIENT ACCESS ALONG SAID STRIP OF LAND FOR THE PURPOSES SET FORTH IN PARAGRAPH 4 HEREOF, (2) SUBSURFACE PIPELINES AND OTHER SUBSURFACE STRUCTURES WHICH DO NOT ENDANGER LESSEE'S TOWER FOOTINGS OR INTERFERE WITH ANY UNDERGROUND INSTALLATION OF LESSEE THAT MAY BE THEN EXISTING ON SAID STRIP OF LAND, AND (3) SUCH OTHER STRUCTURES WHICH ARE FIRST AGREED TO IN WRITING BY THE LESSEE."

Attachment

Calendar Item 22 (2 pages)

3890

CALENDAR ITEM

COMMERCIAL LEASE

22.

(APPLICATION FOR RIGHT-OF-WAY EASEMENT, SCHOOL LANDS, LOS ANGELES COUNTY, SOUTHERN CALIFORNIA EDISON COMPANY - W. O. 2744.)

The Southern California Edison Company has applied for a 49-year right-of-way easement effective April 1, 1958, 200 feet in width and 1,440 feet in length across certain school lands in a portion of S $\frac{1}{2}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 36, T. 2 N., R. 11 W., S.B.B. & M., Los Angeles County, for an electric transmission line north of and adjoining an easement previously granted them.

To better provide for uninterrupted electrical service to the public, the applicant has requested the following changes in the standard agreement form which have been agreed to by the Attorney General's office if approved by the Commission:

Page 2, Paragraph 3 of the standard form provides that upon any breach of the terms of the agreement the State may re-enter and repossess the demised property. The Edison Company desires a modification to provide for 90 days in which to remedy a breach before the State can re-enter and repossess the demised property.

Page 3, Paragraph 7 of the standard form pertains to the right of the State to grant other easements on the demised premises, except those which would be inconsistent or incompatible with the rights granted to the Lessee. The Edison Company has requested an amendment to help define what is inconsistent by the addition of the following: "provided, however, that the State will not construct, place or maintain, or permit to be constructed, placed or maintained, on the strip of land affected by this agreement, any building or structure of any kind except (1) roads and road drainage structures on the surface of the ground which do not interfere with Lessee's convenient access along said strip of land for the purposes set forth in paragraph 4 hereof, (2) subsurface pipelines and other subsurface structures which do not endanger Lessee's tower footings or interfere with any underground installation of Lessee that may be then existing on said strip of land, and (3) such other structures which are first agreed to in writing by the Lessee."

Page 3, Paragraph 8, requires the Lessee to maintain all facilities on the property and to obtain permission from the State for any additions or substantial alterations. The requested revision substitutes a 30-day notice to the State in lieu of permission.

Page 4, Paragraph 12, reserves the natural resources to the State and the right to grant easements to extract or remove the resources from the demised property. The requested revision is the same as for page 3, Paragraph 7.

COMMERCIAL LEASE 22. (CONT'D.)

Since the lands to be crossed are appraised at \$75 per acre, rental for a term of 49 years will be \$647.84. No bond is required. The expense deposit and statutory filing fee have been paid.

IT IS RECOMMENDED THAT THE EXECUTIVE OFFICER BE AUTHORIZED TO ISSUE TO SOUTHERN CALIFORNIA EDISON COMPANY A MODIFICATION OF THE STANDARD FORM OF RIGHT-OF-WAY EASEMENT FOR AN AREA 200 FEET IN WIDTH AND 1,440 FEET IN LENGTH ACROSS SCHOOL LANDS IN THE $S\frac{1}{2}$ OF $SE\frac{1}{4}$ OF $NE\frac{1}{4}$, SECTION 36, T. 2 N., R. 11 W., S.B.B. & M., LOS ANGELES COUNTY, FOR THE CONSTRUCTION, USE, AND MAINTENANCE OF AN OVERHEAD ELECTRIC TRANSMISSION LINE FOR A TERM OF 49 YEARS AT A TOTAL RENTAL OF \$647.84, NO BOND BEING REQUIRED.